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14 Attorneys for Defendants and Counterclaimants
DENSO CORPORATION and TD SCAN (U.S.A.), INC.

15
16 UNITED STATES DISTRICT COURT
17
18 NORTHERN DISTRICT OF CALIFORNIA
19
20 SAN FRANCISCO DIVISION

21 SILICONIX INCORPORATED, a Delaware
corporation,

CASE NO. C 05-01507 WHA

22 Plaintiff,

**STIPULATION AND [PROPOSED] ORDER
DETERMINING DAMAGES THROUGH
TRIAL**

23 vs.

24 DENSO CORPORATION, a Japanese
corporation, and TD SCAN (U.S.A.), INC., a
Michigan corporation,

25 Defendants.

26 AND CONSOLIDATED ACTION
27 NOS. C 04-00344 WHA and C 05-03617 WHA.

1 **STIPULATION**

2 WHEREAS, DENSO CORPORATION (“DENSO”) and TD SCAN (U.S.A.), INC.
3 (“TD SCAN”) assert they are not liable for patent infringement, that the patent at issue in this case is
4 invalid, and all other arguments, claims, and defenses described in their pleadings and other papers
5 in this case remain in force except as expressly set forth herein;

6 WHEREAS, Siliconix incorporated (“Siliconix”) asserts DENSO and TD SCAN are liable
7 for patent infringement, that the patent at issue in this case is valid, and all other arguments, claims,
8 and defenses described in its pleadings and other papers in this case remain in force except as
9 expressly set forth herein;

10 WHEREAS, because there is not much dispute over the issue of potential damages in this
11 case, Siliconix, TD SCAN, and DENSO have discussed the possibility of stipulating to past damages
12 figures for the purpose of saving the parties and the Court time and money litigating the proper
13 amount of damages that might be awarded to Siliconix for the time period up through the date of
14 trial;

15 WHEREAS, Siliconix, DENSO, and TD SCAN have agreed to stipulate to the amount of
16 potential damages in this case for the period of time up to and including November 2006 (the
17 anticipated month of the trial of this case);

18 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between
19 Siliconix, on the one hand, and DENSO and TD SCAN, on the other hand, through their respective
20 counsel of record, as follows:

21 1. If liability is found for one or more of the accused MOSFETs listed below, past
22 damages for such liability (until November 30, 2006) shall be, for each MOSFET, as follows:

23

- 24 • If liability is found for the 2SK3271 MOSFET: \$120.70 payable to Siliconix by
DENSO.
- 25 • If liability is found for the 335 MOSFET: \$97.00 payable to Siliconix by TD SCAN.
- 26 • If liability is found for the 1873 MOSFET: \$248.86 payable to Siliconix by TD
SCAN.
- 27 • If liability is found for the 231 MOSFET: \$38.55 payable to Siliconix by TD SCAN.

1 2. Neither DENSO nor TD SCAN shall be required to pay any money to Siliconix under
2 this agreement, unless DENSO or TD SCAN are found liable for patent infringement and fail to
3 prove a counterclaim or defense.

4 3. This Stipulation shall have no effect on any parties' claims for, calculations of, or
5 defenses to damages claimed by Siliconix for any period of time after November 30, 2006. This
6 Stipulation shall also have absolutely no effect on any parties' arguments for or against the propriety
7 of an injunction as a remedy in this case.

8 4. This Stipulation shall not be shown to, or its existence revealed to, the jury.

9 5. This Stipulation may not be used by any party for any other purpose whatsoever,
10 except to establish the total amount of damages payable in this case in the event liability is
11 established for one or more of the accused MOSFETs identified in this Stipulation.

12 6. In the unlikely event trial of this matter is rescheduled, the parties shall in good faith
13 re-negotiate the past damages figures in this Stipulation using the same methodology employed to
14 calculate the past figures listed herein for the purpose of causing this Stipulation to cover all time
15 periods up to and including the month of the actual trial date.

16
17 Dated: July 14, 2006

KIRKLAND & ELLIS LLP

18
19 By: /s/ Chris Almand

20 Attorneys for Defendants and Counterclaimants
21 DENSO CORPORATION and TD SCAN (U.S.A.), INC.

22 Dated: July 14, 2006

23 QUINN EMANUEL URQUHART
24 OLIVER & HEDGES, LLP

25 By: /s/ Albert P. Bedecarré

26 Attorneys for Plaintiff and Counterclaim-defendant
27 SILICONIX INCORPORATED

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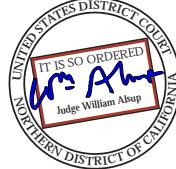
ORDER

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PURSUANT TO THE FOREGOING STIPULATION, IT IS SO ORDERED.

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Dated: July 17, 2006



The Honorable William H. Alsup
United States District Judge

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Kirkland & Ellis LLP, 777 South Figueroa Street, Suite 3400, Los Angeles, California 90017.

On July 14, 2006, I served the foregoing document(s) described as: **STIPULATION AND [PROPOSED] ORDER DETERMINING DAMAGES THROUGH TRIAL** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as set forth on the attached service list:

[Electronic Mail] By sending the document(s) listed above via e-mail as an attachment in 'pdf' format to the person(s) at the e-mail address(es) set forth below.

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Attorneys for Siliconix, Inc.

[Federal] I declare that I am employed in the office of a member of the bar of this

1 court at whose direction the service was made.
2

3 Executed July 14, 2006, at Los Angeles, California.
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5 /s/ Mario Aguillon
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